

EXHIBIT “A”

AGREEMENT

This Agreement ("Agreement") dated for reference purposes only **August 16, 2022**, is entered into by and between **BUZZ OATES MANAGEMENT SERVICES**, as agent for the Project's owner, **Pac West Diversified, LP, a Delaware Limited Partnership**, and **Protech Roofing Systems, LLC**. ("Contractor"), who agree as follows:

1. The Project. The Project is located at **6750 N. Desert Blvd., El Paso, TX 79912**

2. Scope of Work. Contractor agrees to furnish all labor, equipment and materials required to complete the following work (the "Work") at the Project:

{See Exhibit B attached hereto}

Contractor shall complete the Work within 15 day(s) of notice to proceed.

3. Payment. Owner shall pay Contractor for the performance of the Work in the amount of **\$7,850.00**. Payment shall be due within thirty (30) days of completion of the Work in compliance with the terms and condition of this Agreement and Owner's receipt of an invoice therefore accompanied by statutory lien releases. Contractor's invoice shall reference the following:

Yardi Code: 6750ndes

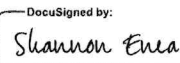
Address: 6750 N. Desert Blvd.

Expense G/L: 7250.020

4. Other Terms and Conditions. The standard terms and conditions attached hereto as Exhibit A are incorporated herein.

OWNER:

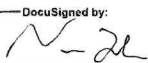
By BUZZ OATES MANAGEMENT SERVICES,
a California corporation, as Agent for Owner

By: 
Name: Shannon Enea
Title: Regional Property Manager

Address:
555 Capitol Mall, Suite 900
Sacramento, CA 95814
(916) 379-3800 Telephone

CONTRACTOR:

Protech Roofing Systems, LLC.

By: 
Name: Noe Flaco
Title: Owner

Address:
P.O. Box 220430
El Paso, TX 79913
(915) 755-5065 Telephone

EXHIBIT A – STANDARD TERMS AND CONDITIONS – CONTRACTORS

COMPLETE AGREEMENT. Commencing performance or making deliveries or any other acknowledgment of this Agreement by Contractor shall constitute an acceptance of the terms of this Agreement by Contractor. Owner is to be bound only by the terms and conditions set forth in this Agreement notwithstanding any proposals, terms or conditions additional to or different from those accompanying Contractor's performance or acknowledgment.

PAYMENT. The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials covered by this Agreement, and all charges for packing, loading, unloading and shipping. If transportation costs are designated as part of the cost to Owner, only actual transportation costs shall be included. Payment is due thirty (30) days after Owner's receipt of a detailed invoice from Contractor, together with statutory lien releases for the services and materials furnished hereunder. Progress payments are subject to a ten percent retainage.

INDEMNITY. Contractor assumes all risk in furnishing the materials and services ordered hereunder, and will indemnify, hold harmless and defend Buzz Oates Management Services (BOMS) and Owner against any and all losses, damages, liabilities and claims of any kind whatsoever, including actual attorney's fees and experts' or consultants' fees, which arise directly or indirectly out of the performance or nonperformance of this Agreement including, but not limited to, losses of any materials ordered hereunder and injuries to property and persons, including death. This indemnity applies regardless of any active and/or passive negligent act or omission of BOMS or Owner or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify BOMS or Owner for the sole negligence or willful misconduct of BOMS or Owner or their agents or employees. The indemnity set forth in this paragraph shall not be limited by the insurance requirements set forth herein.

RISK OF LOSS. Notwithstanding the terms of shipment, the risk of loss shall pass to Owner only after delivery to the job site or other place designated in writing by Owner.

DELIVERY. Time is of the essence of this Agreement. Should delivery for any reason fail to be timely, Contractor shall be liable for all damages suffered by Owner as a result of such failure. Failure to furnish materials within the scheduled time shall give Owner the right to cancel any undelivered balance of this order without additional charge.

COMPLIANCE. Contractor's performance shall strictly conform with all applicable laws, regulations, safety orders, labor agreements and working conditions to which it is subject, including, but not limited to, all state, federal, and local non-discrimination in employment provisions, and all applicable provisions required by Owner's internal safety program, and all local regulations and building codes. Contractor shall execute and deliver all documents as may be required to effect or evidence compliance.

COMPLIANCE WITH LICENSE LAW. When applicable to services being provided, Contractors warrants that it holds a valid license, if required by applicable law, to perform such services.

INSPECTION. Owner shall have the right to inspect and test the materials at Contractor's plant anytime prior to shipment and to conduct additional inspections at any time after arrival at the project site. Neither such inspection right, nor payment for or acceptance of, the materials shall impair Owner's right to later reject nonconforming materials, or to avail itself of any other remedy to which Owner may be entitled, notwithstanding Owner's knowledge of the nonconformity, its substantiality, or the ease of its discovery. Contractor shall be liable for all inspection, reshipment and return costs on nonconforming materials. Contractor shall not replace returned materials unless directed by Owner in writing.

INSURANCE AND CLAIMS. If Contractor or its employees or agents come onto Owner's premises or the project site in connection with this Agreement, Contractor agrees to carry and furnish proof of (i) Comprehensive General Liability Insurance covering personal injuries (including death) in the amount of \$1 million per occurrence; (ii) automobile liability insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage; and (3) Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence. Excess Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence. The Umbrella shall apply on a "following form" basis and apply in excess of the underlying CGL, CAL and EL Limits of Liability and the Umbrella Policy shall list the CGL, CAL and EL policies on its schedule of underlying insurance. Owner and Buzz Oates Management Services, their directors, officers and employees shall be included as additional insureds on a Primary Basis under these policies. Contractor shall submit written proof of such insurance to Owner prior to entrance on Owner's premises or project.

INFRINGEMENT. Contractor shall pay all royalties and licensing fees arising with connection with the sale or use of materials hereunder. Contractor shall defend and indemnify Owner and BOMS, its successors, assigns, customers or users of its customer's

products, from and against any claims or actions for actual or alleged infringement of any U.S. or foreign letters patent, copyrights or trademarks resulting from the use or purchase of any materials furnished under this Agreement.

WARRANTIES. Contractor warrants to Owner of the materials that the same shall be free from all defects, shall be of the quality specified, shall be fit and appropriate for the purpose intended and shall conform to the provisions, specifications, performance standards, drawings, samples or other descriptions contained herein. Contractor further warrants that the materials will be complete in all respects necessary to make the materials fully functional. All warranties implied by law or usage of trade are incorporated into this Agreement and shall apply to services and materials ordered. The materials are ordered by Owner in reliance on each and all of the warranties and guarantees specified herein and implied by law or usage of trade. Damage to goods not packed to insure proper protection shall be charged to Contractor. Owner's remedies pursuant to this paragraph are in addition to, and not a limitation on, all other remedies allowed by law.

TERMINATION. Owner may terminate or suspend at its convenience all or any portion of this Agreement not shipped or performed as of the date of termination or suspension of this Agreement. Contractor shall receive payment for work actually performed. Contractor shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to work not actually performed or on account of future work, as of the date of termination or suspension. No termination or suspension shall relieve Owner or Contractor of any of their obligations as to any material shipped prior to Contractor's receipt of the termination or suspension order. If Contractor fails to perform any obligation under this Agreement, Owner may terminate this order for default. In the event of a termination for default, Owner may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and hold Contractor liable for any and all excess costs incurred.

ATTORNEY'S FEES. In the event of litigation or arbitration between the parties arising out of this Agreement, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule but shall be such as to fully reimburse all attorney's fees actually incurred in good faith.

APPLICABLE LAW – DEFINITIONS. The definitions of terms used, interpretation of this Agreement and the rights of all parties hereunder, shall be construed under and governed by the laws of the State of California. Whenever Owner is not the ultimate consumer of the materials, all rights, benefits and remedies conferred upon Owner hereunder shall accrue and be available to and are for the express benefit of any successors in interest to the materials, including the ultimate consumer or owner of the materials. The materials means the supplies, drawings, data and other property and all services, including design, delivery, installation, inspection, and testing specified or required to furnish the materials or services ordered.

ASSIGNMENT/SUBCONTRACTING: The Agreement and any services or materials ordered thereunder, shall not be assigned, subcontracted or transferred, in whole or in part except with the prior written consent of Owner, and any attempt to do so shall be void. In the event Contractor subcontracts for any portion of the materials or services to be provided hereunder, Contractor shall remain liable for the full performance of this Agreement as if such subcontracting had not occurred.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

EXHIBIT B**SCOPE OF WORK AND COMPENSATION**

The terms, provisions and conditions set forth on this Exhibit B are incorporated in and made a part of this Agreement and shall survive the termination or expiration of this Agreement. Buzz Oates Management Services expressly objects to any different, additional or conflicting terms or conditions contained in any proposal or other pricing and scope of work document submitted by Contractor and attached hereto.

Contractor hereby expressly and irrevocably waives any and all other terms and conditions contained in any such document submitted by Contractor.

Buzz Oates Management Services' entry into this Agreement and subsequent purchase of services from Contractor are expressly made conditional on Contractor's assent to the terms and conditions contained in this Agreement.

The following describes the scope of Services required from Contractor under this Agreement, which may be supplemented or amended by individual Work Orders issued by Agent:

Work Order Closeout: Notification of work completed by Contractor to Agent by email or other approved method. Work Order to be closed out within twenty-four (24) hours of work completion.

Contractor will supply all necessary labor, materials, equipment and supervision required for the following Services:

Roof Repairs

- Install target on 21 drains that are going to be replaced (\$375 each).
- * Drain target installation will be as per Gen Flex specifications so warranty on roof won't be compromised.

Exclusions: Mechanical, electrical, and plumbing.

Total: \$7,850.00

Certificate Of Completion

Envelope Id: 067B4666CB1C4CAFBE04F49E04F26427

Status: Completed

Subject: Please DocuSign: 2022.08.16 6750ndes Drain Flashing Replacement Contract PDF PROTECH.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marissa Lopez

AutoNav: Enabled

555 Capitol Mall Ste 900

EnvelopeId Stamping: Enabled

Sacramento, CA 95814-4606

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

marissalopez@buzzoates.com

IP Address: 66.60.139.2

Record Tracking

Status: Original

Holder: Marissa Lopez

Location: DocuSign

8/17/2022 2:54:15 PM

marissalopez@buzzoates.com

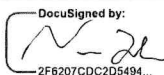
Signer Events

Noe Flaco

noe@protech-roofing.net

PRESIDENT

Protech Roofing Systems, LLC

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

2F6207CD2C2D5494...Signature Adoption: Drawn on Device
Using IP Address: 107.77.197.218
Signed using mobile**Timestamp**

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Viewed: 8/17/2022 4:44:21 PM

Signed: 8/17/2022 4:45:07 PM

Electronic Record and Signature Disclosure:

Accepted: 8/17/2022 4:44:21 PM

ID: 682b399a-89bd-4c9a-b185-dfe911bcc141

Shannon Enea

ShannonEnea@buzzoates.com

Security Level: Email, Account Authentication
(None)DocuSigned by:

6FF4D525916E4F8...Signature Adoption: Pre-selected Style
Using IP Address: 104.220.46.128
Signed using mobile

Sent: 8/17/2022 4:45:08 PM

Viewed: 8/18/2022 6:37:48 AM

Signed: 8/18/2022 6:38:00 AM

Electronic Record and Signature Disclosure:

Accepted: 8/18/2022 6:37:48 AM

ID: e10ceee9-a285-4c44-89b4-fbddd3b7fe9

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Marissa Lopez

marissalopez@buzzoates.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 8/18/2022 6:38:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2022 2:56:45 PM
Certified Delivered	Security Checked	8/18/2022 6:37:48 AM
Signing Complete	Security Checked	8/18/2022 6:38:00 AM
Completed	Security Checked	8/18/2022 6:38:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: htapia@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at htapia@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to htapia@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to htapia@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.